

NEPTUNE CITY HOUSING AUTHORITY

PET POLICY

Residents at the Neptune City Housing Authority Senior Citizen Building located at 2000 Sixth Ave., Neptune City, shall be permitted to have a pet, subject to the terms and conditions set forth in this Policy.

1. For the purpose of this policy a common household pet means: a dog, cat, bird, fish or turtle that is traditionally kept in the home for pleasure, rather than commercial purposes. A reptile, except for a turtle, is not considered to be a common household pet. Each apartment will be permitted to have one (1) four –legged animal and a tank for tropical fish (which tank shall not exceed 10 gallons) subject to the provisions set forth in this policy. This definition shall not include animals that are used to assist persons with disabilities.
2. This policy shall not apply to pets that are used to assist people with disabilities as defined by Federal and State law.
3. No tenant shall be permitted to have a pet which weighs in excess of twenty (20) pounds.
4. Each pet must be registered with the Neptune City Housing Authority (NCHA) office before moving the pet into an apartment at the NCHA. A pet owner will be required to pay to NCHA a refundable pet deposit of \$200.00. The entire amount may be paid at one time or in increments that are greater than \$10.00 at the discretion of the tenant. The NCHA shall refund the unused portion of the deposit to the tenant within a reasonable time after the tenant moves from the project or no longer keeps the pet. The pet deposit requirement shall not apply to fish which fall under the definition of “common household pets”.
5. Each pet owner shall be required to comply with all Federal, State, County and Municipal Statutes, Ordinances and regulations concerning the keeping of a pet. No pet for which a license is required shall be permitted at the NCHA Senior Building, unless the pet owner has secured, and keeps in effect, a license for the pet.
6. All pet owners must present proof of pet inoculation in accordance with State, County and Municipal law prior to bringing a pet onto the premises. Proof of inoculation shall be presented in the form of a certificate signed by a licensed veterinarian or State or Municipal authority empowered to inoculate animals (or a designated agent of such an authority) stating that the pet has received all inoculations required by applicable State, County and Municipal law.
7. Rules for pet ownership at the Neptune City Senior Citizen Building:

- a. No pet shall be permitted outside of the apartment of the pet owner unless the pet is on a leash, or inside a container which will prevent the pet from running loose. Any pet found outside of the apartment without a leash shall be subject to seizure by the NCHA, whereupon the pet shall be turned over to an appropriate animal shelter agency.
 - b. Each resident shall be responsible for the removal of any waste left by any pet on any portion of NCHA property, including the grounds outside. NCHA will issue a \$5.00 fine for each incidental waste caused by a pet.
 - c. Each pet owner shall be required to keep noise from their pet at an acceptable level, to prevent the pet from biting, scratching or annoying any other person or pet, to clean the apartment unit and other portions of the Building to prevent odor from the pet, and to prevent other disruptive activity that might be caused by the pet.
 - d. Infestation of a unit by fleas or other insects carried by his/her pet shall be the responsibility of the pet owner. Infestation of adjacent units or common areas attributable to a specific pet shall be the responsibility of the pet owner who shall be liable for the cost of correcting the infestation including, but not limited to, the costs associated with hiring a professional exterminator.
 - e. Each pet owner shall be required to provide NCHA with a written statement of the name, address and telephone number of two (2) substitute caretakers for the pet. The signature of each of these caretakers is required. In the event a pet owner is absent from the premises for more than six (6) consecutive hours, arrangements must be made for the pet to be placed under the care of some other person.
8. The pet rules shall permit NCHA to refuse to register a pet if:
- a. The pet is not a common household pet as previously defined in paragraph one of this policy.
 - b. The keeping of a pet would violate any applicable house pet rule.
 - c. The pet owner fails to provide complete pet registration information or fails to annually update the pet registration; or
 - d. The NCHA reasonably determines, based on the pet owner's habit and practices, that the pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament may be considered as a factor in determining the prospective pet owner's ability to comply with the pet rules and other lease obligations.

9. The NCHA shall notify the pet owner if it refuses to register a pet. The notice shall include the basis for NCHA's action and shall be served on the pet owner.
10. Pet Rule Violations:
 - a. Each pet owner shall be liable for any damage caused by his/her pet. The pet owner will be required to reimburse NCHA for the real cost of any and all damages caused by his/her pet.
 - b. Pet owners shall be notified in writing of alleged violations of pet rules and be given ten (10) days to correct the problem or make a written request to discuss it. The notice shall state that failure to correct the problem may result in removal of the pet and/or termination of tenancy. The notice shall state that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting. In cases of emergency that threaten life, health, and/or safety of any resident or property staff member, the NCHA reserves the right to take immediate action in order to remedy the situation. In this instance, the ten (10) day notice will not apply.
 - c. A pet owner requesting a meeting to discuss the alleged violation(s) of pet rules must do so in writing. Management will schedule the meeting within fifteen (15) days of receipt of written request. At the meeting, the pet owner and NCHA representatives shall discuss any alleged violation and attempt to correct it when feasible. If warranted, the NCHA may grant the pet owner additional time to correct alleged violation(s)
 - d. Failure of the pet owner to correct the alleged violation(s) within the prescribed time shall result in a notice being sent to the pet owner which shall require removal of the pet within ten (10) days.
11. Any violations of these rules by any tenant shall be subject to a fine of \$25.00 (twenty-five dollars) for the first incident, \$50.00 (fifty dollars) for the second incident and \$100.00 (one hundred dollars) for each and every incident thereafter. Any fines assessed under this paragraph shall be due and payable immediately by a tenant and may be taken out of the tenant's pet security deposit or the tenant's rental security deposit at the election of NCHA>
12. Nothing in this policy shall prohibit the NCHA from requiring the removal of any pet from the Building, if the pet's conduct or condition is duly determined to constitute, under the provisions of State, County or Municipal law, rules or regulations, a nuisance or a threat to the health or safety of other occupants of the building or of other persons in the community of Neptune City.
13. Rights of non-pet owners: Applicants may reject a unit which is in close proximity to a unit with a pet. The applicant's rejection of the unit shall not adversely affect the

position on the waiting list or qualification for the tenant selection preference. NCHA is not required to transfer existing tenants because of proximity to units with pets.

14. A copy of this policy shall/will be made available to all tenants of the Neptune City Housing Authority Senior Citizen Building.